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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION is executed by Wind River Associates, L.L.C., an Oklahoma limited liability company, hereinafter referred to as "Declarant".

RECITALS:

a. Declarant is the owner of certain property in Tulsa County, Oklahoma, which is more particularly described as follows:

All of Wind River, a subdivision in the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

hereinafter referred to as "Wind River";

b. Declarant is presently improving and developing lots within Wind River for the construction of single-family residential dwelling units;

c. Declarant will construct on the Common Areas, as hereinafter defined, a private street or streets, parking areas, screening walls and fences, drainage facilities, landscaped areas, an entrance and gatehouse, and other physical improvements for the use and enjoyment of the owners of the lots within Wind River; and

d. Declarant will convey the lots within Wind River subject to the Plat and Deed of Dedication of Wind River and to certain easements, covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth, with certain annexation rights described below.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, covenants, conditions, and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of Wind River. These easements, covenants, conditions and restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to the Wind River Homeowners Association, Inc., a corporation, and its successors and assigns.

N. Wehlgen with
2900 Mid-Centiment
Tulsa OK 74103

Section 2. "Wind River" shall mean and refer to that certain real property hereinbefore described, and any land annexed pursuant to the terms of this Declaration.

Section 3. "Common Areas" shall mean and refer to those parcels of real property, including any improvements thereon, located within Wind River, including any such property annexed pursuant to the terms of this Declaration, and leased, owned or held by the Association or made available by the Declarant for the use, benefit and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to a platted lot, block or parcel of land shown upon the recorded subdivision map of Wind River with the exception of any Reserve Areas, and any other platted lot, block, or parcel of land annexed pursuant to the terms of this Declaration.

Section 5. "Member" and "Members" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot situated within Wind River, including contract sellers, but excluding others having an interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Wind River Associates, L.L.C., an Oklahoma limited liability company.

Section 8. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 9. "Assessments" shall include the following:

a. "Regular Assessments" shall mean and refer the amount to be paid by each Member as such Member's proportionate share of the Common Expenses incurred by the Association pursuant to the terms hereof. Such Regular Assessments shall be equal for each Lot.

b. "Special Assessments" shall mean and refer to (I) a charge against a particular Member, an Owner or a Lot directly attributable to such Member, Owner or Lot to reimburse the Association for costs incurred in bringing the Member, the Owner or the Lot into compliance with the provisions of this Declaration, (II) any other charge designated as a Special Assessment in this Declaration, or (III) attorneys' fees and other charges payable by such Member or Owner as a Special Assessment pursuant to the provisions of this Declaration.

c. "Capital Improvement Assessments" shall mean and refer to a charge against all Lots for the purpose of defraying, in whole or in part, the cost of any action or undertaking on behalf of the Association in connection with any construction or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto.

d. "Neighborhood Assessment" shall mean and refer to that term as defined in Section 13 hereof.

Section 10. "Common Expenses" shall mean and refer to the actual and estimated costs incurred or to be incurred by the Association in administering, maintaining, operating and conducting activities in connection with the matters that the Association is responsible for pursuant to this Declaration, which may include a reasonable reserve for capital repairs and replacements. The Association shall incur all Common Expenses. The Owners shall each be responsible for an equal share of the Common Expenses incurred by the Association. Common Expenses shall include, but not be limited to, the following:

- a. the cost of maintenance, management, operation, repair and replacement of the Common Areas and any other areas within Wind River that are, or shall in the future be, maintained by the Association;
- b. unpaid Assessments;
- c. the cost of maintenance by the Association of areas within the right-of-way of public streets in the vicinity of Wind River as provided in this Declaration or pursuant to agreements with the City of Tulsa;
- d. the cost of management and administration of the Association including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees;
- e. the cost of any insurance obtained by the Association;
- f. reasonable reserves for contingencies, replacements and other proper purposes as deemed appropriate by the Association, which reserve fund shall be adequate to meet the costs and expenses of maintenance, repairs and replacement of the Common Areas which must be maintained, repaired or replaced on a periodic basis;
- g. the cost of bonding any person handling the funds of the Association;
- h. any taxes paid by the Association;
- i. costs incurred by any committee or board established and/or contemplated by this Declaration;
- j. other expenses incurred by the Association for the general benefit of all Owners for any reason whatsoever in connection with any item or items designated, or to be provided or performed, by the Association pursuant to this Declaration, or in furtherance of the purposes of the Association or in the discharge of any duties or powers of the Association.

Section 11. "Exclusive Common Areas" shall mean and refer to any portion of the Common Areas that the Association now or hereafter owns, leases, or otherwise holds possessory or use rights in for the exclusive or primary benefit of one or more, but less than all, of the Neighborhoods. By way of illustration and not limitation, Exclusive Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs, and other portions of the Common Areas within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed as a Neighborhood Assessment against the Owners of Lots in those Neighborhoods to which the Exclusive Common Areas are assigned. Additional Exclusive Common Areas may be created and designated by any instrument filed to annex additional land pursuant to the terms of this Declaration.

Section 12. "Neighborhood" shall mean and refer to each separately developed residential area within Wind River in which the Owners of the Lots therein share common interests other than those common to all Owners within Wind River. There are currently four (4) Neighborhoods within Wind River, with each of the following constituting a Neighborhood:

a. All Lots within Blocks One (1), Two (2), Three (3), Four (4) and Five (5) shall be in the Neighborhood designated as "Cimarron."

b. All Lots within Blocks Six (6), Seven (7) and Eight (8) shall be in the Neighborhood designated as "Tall Grass."

c. All Lots within Blocks Nine (9), Ten (10) and Eleven (11) shall be in the Neighborhood designated as "White Oak."

d. All Lots within Blocks Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15) shall be in the Neighborhood designated as "Cross Timber."

Additional Neighborhoods may be created by any later filed instrument annexing additional land pursuant to the terms of this Declaration.

Section 13. "Neighborhood Assessments" shall mean and refer to assessments levied against the Lots in a particular Neighborhood to fund Neighborhood Expenses.

Section 14. "Neighborhood Expenses" shall mean and refer to the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Owners of Lots within a particular Neighborhood, which may include a reasonable reserve for capital repairs and replacements.

ARTICLE II
MEMBERSHIP

The membership of the Association shall be limited to the record Owner, whether one or more persons or entities, of a fee simple title to a Lot situated within Wind River, including any land annexed pursuant to the terms of this Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, other than contract sellers. Membership shall be appurtenant to and may not be separated from ownership of any Lot situated within Wind River. Ownership of a Lot shall be the sole qualification for membership.

ARTICLE III
VOTING

Section 1. Classes of Membership.

The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all those persons or entities entitled to membership as defined in Article II with the exception of Declarant. Class A Members who own a Lot shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article II.

CLASS B. The Class B Member shall be Declarant. The Class B Member shall be entitled to twelve (12) votes for each Lot in which it holds the interest required for membership by Article II; provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- A. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- B. on the 1st day of January, 2009.

Section 2. Multiple Owners of a Lot.

Members shall be entitled to one equal vote for each Lot in which they hold the interest required for membership. There shall be only one vote per Lot. In any situation where a Member is entitled to exercise the vote for the Member's Lot and there is more than one Owner of a particular Lot, the vote for such Lot shall be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one person seeks to exercise it.

ARTICLE IV
PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment.

Every Member shall have the right to use and enjoy the Common Areas and all improvements constructed thereon, and the Exclusive Commons Areas serving such Member's Lot, along with all improvements constructed thereon. Such right shall be appurtenant to and shall pass with the title to every Lot within Wind River, subject, however, to the following provisions:

A. The right of the Association, in accordance with its Certificate of Incorporation and Bylaws, which requires a majority approval of the Members, to borrow money for the purpose of improving the Common Areas and/or the Exclusive Commons Areas, and facilities and improvements constructed thereon and in aid thereof to mortgage such property. In the event such property should be so mortgaged, the rights of the Members of the Association hereunder to use and enjoy such Common Areas and Exclusive Common Areas shall be subject and subordinate to the rights of the mortgagee therein.

B. The right of the Association to dedicate or transfer all or any part of the Common Areas and/or the Exclusive Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. Such dedication and transfer shall be effective only upon the recording of an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, in which such Members evidence their agreement to such dedication and transfer, provided however, the votes of Members whose Lots are subject to a mortgage shall not be counted in determining such two-thirds (2/3) vote unless the holder of such mortgage shall assent to such dedication and transfer in an instrument properly executed and recorded.

Section 2 Delegation of Use of Common Areas and Exclusive Common Areas.

Any Member may delegate, in accordance with the Bylaws of the Association, such Member's right of enjoyment to the Common Areas and Exclusive Common Areas, and the facilities and improvements situated thereon, to the members of his or her family or contract purchasers who reside in Wind River.

Section 3. Rentals of Lots.

An Owner who leases a Lot and/or residence within Wind River to any third-person shall be responsible for ensuring compliance by the third-person with all of the provisions of this Declaration, and shall be jointly and severally responsible for any violations by such third-person. The rental or lease of any Lot or residence within Wind River for a period in excess of one (1) month shall require the approval of the Association.

Section 4. Title to the Common Areas and Exclusive Common Areas.

The Declarant hereby covenants for itself, its heirs, successors and assigns, that it shall convey fee simple title to the Common Areas and the Exclusive Common Areas to the Association, free and clear of all mortgage liens, prior to or at the time of the conveyance of the last Lot to a third-party.

Section 5. Designation of Exclusive Common Areas.

Each Exclusive Common Areas shall be as designated by the Declarant in a written instrument filed of record, which shall also assign the exclusive use thereof to the appropriate Lots, and the Owners thereof.

ARTICLE V
COVENANT FOR ASSESSMENTS

Section 1. Creation of Obligation.

Each Owner and Member, by acceptance of a deed or other conveyance of an interest in a Lot or by acceptance of his membership, is deemed to covenant and agree to pay any or all Assessments, including the Regular Assessments and Special Assessments, to the Association in accordance with the terms hereof. Such Assessments shall be collected from time to time as provided in this Declaration. The Assessments, together with interest thereon, late charges, attorneys' fees, court costs, and other costs of collection thereof as hereinafter provided, shall be a continuing lien upon such Owner's or Member's Lot against which the Assessments are made. Each Assessment, together with such interest and other costs, shall also be the personal obligation of the Member and/or Owner to whom such Assessment relates. In the event of a transfer of title to a Lot, the grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. However, no first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title. The obligation of an Member and the Owner of the Lot to which such membership appertains for the payment of Assessments shall be joint and several.

Section 2. Purpose of Assessments.

The Assessments levied by the Association shall be used: (a) to promote the recreation, health, safety and welfare of Owners and Members, (b) to enhance the value of Wind River, (c) to pay the costs of administration of the Association, (d) to pay all other Common Expenses, or (e) to otherwise further the interests of Wind River. Maintenance of each Lot shall be the sole responsibility of its Owner.

Section 3. Regular Assessments.

a. Except as otherwise specifically provided herein, each Lot is hereby allocated liability for an equal share of the Common Expenses of the Association as its Regular Assessment. Except as otherwise specifically provided herein, payment of Regular Assessments shall be in such amounts and at such times as may be provided in the Articles of Incorporation and Bylaws of the Association, or as determined by the Association.

b. Not later than sixty (60) days prior to the beginning of each fiscal year of the Association, the Association shall make available for review by each Owner and Member at the Association's office during reasonable times, a pro forma operating statement or budget for the upcoming fiscal year which shall, among other things, estimate the total Common Expenses to be incurred by the Association for such fiscal year. The Association shall at that time determine the amount of the Regular Assessment to be levied against each Lot and to be paid by each Member and notify the member thereof. Each Member shall thereafter pay to the Association its entire Regular Assessment on or before the beginning of the Association's fiscal year, which date shall be set forth in the written notice sent to Members.

The budget and assessment shall become effective unless disapproved at a meeting by Members representing at least sixty-five (65%) of the votes eligible to be cast by the Members. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition executed by those representing at least fifty-one (51%) of the of the votes eligible to be cast by the Members, which petition must be presented to the Board within ten (10) days after delivery of the notice of assessments.

c. If the Association created pursuant hereto subsequently determines that the total Regular Assessments for the current year are, or will become, inadequate to meet all Common Expenses for whatever reason, including Common Expenses in excess of the estimated Common Expenses used in preparation of the Association's budget for that year, the President shall then immediately determine the approximate amount of such inadequacy and, with the consent of the Board, issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessments to be paid by each Member for the balance of the year, and the date or dates when due. Each Member shall be notified of the additional amount required to be paid and the due date of such payment, which date shall not be less than ten (10) days from the date of the notice provided for herein. Such additional assessment may be levied against the entire membership, if such assessment is for Common Expenses or against the Lots within any Neighborhood if such additional assessment is for Neighborhood Expenses. If the estimated total Regular Assessments for a current year prove to be excessive in light of the actual Common Expenses experienced by the Association, the Association may, at the discretion of the Board, retain such excess as additional working capital or reserves, or reduce the amount of the Regular Assessments for the next fiscal year. No reduction or abatement of Regular Assessments because of any such anticipated surplus may diminish the quantity, or quality, of services upon which the Common Expenses for the year in question are based and, if supplemental assessments are required, they shall be made as set forth above.

Section 4. Special Assessments.

Special Assessments shall be levied by the Association against an Member and/or an Owner and his Lot to reimburse the Association for:

- a. Costs incurred in bringing a Member or an Owner and his Lot into compliance with the provisions of this Declaration;
- b. Any other charge designated as a Special Assessment in this Declaration or the Articles of Incorporation or Bylaws of the Association, and/or any rules adopted by the Association; and
- c. Attorneys' fees, interest, and other costs or charges provided to be paid as, or which are incurred in connection with, a Special Assessment in accordance with this Declaration or the Articles of Incorporation or Bylaws of the Association.

Section 5. Computation of Neighborhood Assessments.

It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Association for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. Any Neighborhood may request that additional services or a higher level of services be provided by the Association, and in such case, any additional costs shall be added to such budget. Such budget shall include a capital contribution establishing a reserve fund for repair and replacement of capital items maintained as a Neighborhood Expense, if any, within the Neighborhood. Neighborhood Expenses shall be allocated equally among all Lots within the Neighborhood benefited thereby and levied as a Neighborhood Assessment; provided, if so directed by the Neighborhood in writing to the Board of Directors, any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures shall be levied on each of the benefited Lots in proportion to the benefit received.

The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Lot in the Neighborhood for the coming year to be delivered to each Owner of a Lot in the Neighborhood in the same manner as provided for Regular Assessments. Such budget and assessment shall become effective unless disapproved by a majority of the Owners of Lots in the Neighborhood to which the Neighborhood Assessment applies. However, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least ten percent (10%) of the Lots in such Neighborhood. This right to disapprove shall only apply to those line items in the Neighborhood budget which are attributable to services requested by the Neighborhood.

In the event the proposed budget for any Neighborhood is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined, the budget in effect for the immediately preceding year shall continue for the current year.

Section 6. Capital Improvement Assessments.

In addition to the Regular Assessments, the Association may levy in any calendar year a Capital Improvement Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any action or undertaking on behalf of the Association in connection with any construction or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto; provided, however, in the case of replacements, such expenses shall only be subject to a Capital Improvement Assessment in an amount which in any one year exceeds five percent (5%) of the estimated annual Common Expenses payable by the Association. Any reserves collected and held by the Association for the future shall not be included in determining the foregoing limitation on any annual Capital Improvement Assessment. All amounts collected as Capital Improvement Assessments may only be used for capital improvements and shall be deposited by the Association in a separate bank account to be held in trust for such purposes. Such funds shall not be commingled with any other funds of the Association and shall be deemed a contribution to the capital account of the Association by its Members. Capital Improvement Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Capital Improvement Assessment is approved, if the Board so determines.

Section 7. Date of Commencement of Regular Assessments.

The first Regular Assessment shall commence as to each Lot upon the date that is the first conveyance of the Lot to a grantee after the construction of a residence upon such Lot. The first such annual assessment shall be prorated for each Lot for the period from commencement as provided in this section to the start of the next fiscal year following such commencement.

Section 8. Declarant's Obligation for Regular Assessments.

During the existence of the Class B membership, the Declarant may annually elect to either (a) pay the difference between the amount of Regular Assessments collected on all other Lots subject to Regular Assessments and the amount of actual expenditures by the Association during the fiscal year, or (b) maintain the Common Areas in return for payment from the Association of the Regular Assessments available for such maintenance.

Section 9. Time and Manner of Payment; Late Charges and Interest.

Assessments shall be due and payable by the respective Members in such manner and at such times as the Association shall designate in accordance with the rules and regulations that it adopts from time to time. If not paid within ten (10) days after its due date, each such Assessment shall have

added to it a late charge equal to ten percent (10%) of the amount of Assessment and thereafter bear interest at the default interest rate of eighteen percent (18%) per annum until paid. The Association may, in its discretion and without waiving the imposition of a late charge or interest in any other instance, waive the late charge and/or interest in any particular instance. A delinquent Member shall be liable for attorneys' fees and other related costs incurred by the Association as a result of such delinquency, and if any suit, action or proceeding is brought to collect any such Assessment or charge, then there shall be added to the amount thereof costs of suit and reasonable attorneys' fees to be fixed by the court and included in any judgment or award rendered thereon. The delinquency of a Member shall be deemed to also constitute the delinquency of the Owner of the Lot to which such membership appertains.

Section 10. No Offsets.

All Assessments shall be payable in the amount specified in the Assessment or notice of Assessment and no offsets against such amount shall be permitted for any reason, including without limitation, a claim that the Association and/or the Declarant is not properly exercising its duties and powers as provided in this Declaration or any documentation associated herewith or that Assessments for any period exceed Common Expenses.

Section 11. Reserves.

Reserves included in any budget for Common Expenses which are collected as part of Regular Assessments shall be deposited by the Association in a separate bank account to be held in trust for the purposes for which they are budgeted and are to be segregated from and not commingled with any other funds of the Association, except to the extent that the Association's regularly employed accountant deems it desirable to do otherwise on the basis of standard accounting principles in similar contexts or the laws (tax or otherwise) of the State of Oklahoma or the United States relating to non-profit corporations, or homeowners associations. Such reserves shall be deemed a contribution to the capital account of the Association by its Members.

Section 12. Subordination of Lien.

Any lien which arises against a Lot by reason of the failure or refusal of an Owner or Member to make timely payment of any Assessment shall be subordinate to the lien of a prior recorded First Mortgage (together with any interest, cost, reasonable attorneys' fees and any late charges related thereto) on the Lot, acquired in good faith and for value, except for the amount of the unpaid Assessment which accrues from and after the date on which a First Mortgagee comes into possession of, or acquires title to the Lot, whichever occurs first. If any lien for unpaid Assessments which accrued prior to the date the First Mortgagee comes into possession of or acquires title to the Lot has not been extinguished by the process by which such First Mortgagee came into possession of or acquired title to the Lot, such First Mortgagee shall not be liable for unpaid Assessments arising prior to the aforesaid date and, upon written request by such First Mortgagee to the Association, such lien shall be released in writing by the Association. Any unpaid Assessments which are extinguished pursuant to the foregoing sentence shall continue to be the personal obligation of the delinquent

Owner and Member and may also be re-allocated by the Association among all Members as part of the Common Expenses.

Section 13. Certificate of Non-Payment.

Upon request, any person acquiring an interest in any Lot shall be entitled to a certificate from the Association setting forth the amount of due but unpaid Assessments relating to such Lot, if any, and such Person shall not be liable for or shall any lien attach to the Lot in excess of the amount set forth in the certificate, except for Assessments which occur or become due after the date thereof and any interest, costs, attorneys' fees and any late charges related to such Assessments.

Section 14. Enforcement of Lien.

Any lien provided for in this Declaration may be foreclosed by the Association in any manner provided or permitted for the foreclosure of realty mortgages in the State of Oklahoma. Nothing herein shall be construed as requiring that the Association take any action allowed hereunder in any particular instance, and the failure of the Association to take such action at anytime shall not constitute a waiver of the right to take such action at a later time or in a different instance.

Section 15. Pledge of Assessment Rights as Security.

The Association shall have the power to pledge the right to exercise its assessment powers and rights as security for any obligation of the Association; provided, however, any such action shall require the prior affirmative vote or written assent of the Declarant so long as there are two (2) classes of membership. The Association's power to pledge its assessment powers shall include, but not be limited to, the ability to make an assignment of Assessments which are then payable to or which will become payable to the Association; which assignment may then be presently effective but shall allow said Assessments to continue to be paid to the Association and used by the Association as required, unless and until the Association shall default on its obligations secured by said assignment.

ARTICLE VI
USES OF LAND

The use and occupancy of all Lots, Common Areas and Exclusive Common Areas within Wind River shall be subject to all restrictions, covenants and conditions imposed by the Plat and Deed of Dedication ("Plat") of Wind River, an addition to the City of Tulsa, Tulsa County, Oklahoma, Plat No. 5867, except that any property annexed pursuant the provisions of this Declaration shall comply with all restrictions, covenants and conditions imposed by the Plat and Deed of Dedication applicable to such property.

ARTICLE VII
ARCHITECTURE, SIZE, MATERIALS,
PLANS, FENCING AND ALTERATIONS

Section 1. Architecture.

A complete set of plans and construction specifications, including materials for the initial construction of a structure or improvement proposed to be erected on any Lot, must first be submitted to an Architectural Review Committee (hereinafter "ARC") consisting of Robert R. David, Ricky L. Jones and Steve Davis (provided however, that, in the event any member of the ARC is unable or unwilling to serve on the ARC, the Declarant shall select any required successor to serve on the ARC), and written approval thereof obtained from the ARC, by at least a two-thirds (2/3) majority vote of the ARC, prior to the commencement of any construction upon each and all of the Lots in Wind River. Such plans and construction specifications shall reflect proposed construction complying with the remaining provisions of this Article, depict all elevations in color, and, in addition, conform to the following requirements:

A. Specialists.

To the extent that preparation of such plans and specifications requires the services of an architect, a landscape architect, a landscape lighting specialist, a security systems specialist, or any other specialist, then the portion of the plans and specifications relating to those design aspects shall have been prepared by a person or entity having the professional qualifications therefore.

B. Required Architectural and Design Information.

The following materials must be submitted to the ARC to obtain the required approval:

1. Four exterior elevations (front, back and both sides).
2. A site plan of the dwelling as it will sit on the Lot, with the grade/elevation of the pad and ridge line. The site plan must include all existing trees larger than 4" in diameter, and all set backs required by any applicable Planned Unit Development, and Plat.
3. Floor plans of the dwelling.
4. A list of exterior materials to be used, including roofing, masonry, siding and window materials.
5. A schedule of exterior colors.

If the plans are approved, a letter of approval shall be issued by the ARC with a list of requirements, and the plans shall be retained in the Association's files. No changes from these plans shall be allowed without written approval of the ARC.

Section 2. Miscellaneous Design and Development Criteria.

A. Size.

Cimarron

No one story residence having less than 2,500 square feet of living area shall be erected on any Lot within Cimarron and Tall Grass. No multiple story residence having less than 2,800 square feet of total living area, with 1,800 square feet of living area on the first floor, shall be erected on any Lot within Cimarron and Tall Grass.

The area of basements, garages, porches, servant quarters, covered patios and any heated interior space with a ceiling height of less than six (6) feet shall not be included in calculating any required living area. No building shall be higher than thirty-five (35) feet or more than two stories in height.

Tall Grass

No one story residence having less than 2,800 square feet of living area shall be erected on any Lot within Tall Grass. No multiple story residence having less than 3,300 square feet of total living area, with 2,200 square feet of living area on the first floor, shall be erected on any Lot within Cimarron and Tall Grass.

The area of basements, garages, porches, servant quarters, covered patios and any heated interior space with a ceiling height of less than six (6) feet shall not be included in calculating any required living area. No building shall be higher than thirty-five (35) feet or more than two stories in height.

Cross Timber

No one story residence having less than 3,000 square feet of living area shall be erected on any Lot within Cross Timber. No multiple story residence having less than 3,600 square feet of total living area, with 2,300 square feet of living area on the first floor, shall be erected on any Lot within Cross Timber.

The area of basements, garages, porches, servant quarters, covered patios and any heated interior space with a ceiling height of less than six (6) feet shall not be included in calculating any required living area. No building shall be higher than thirty-five (35) feet or more than two stories in height.

White Oak

No one story residence having less than 1,800 square feet of living area shall be erected on any Lot within White Oak. No multiple story residence having less than 2,200 square feet of total living area, with 1,800 square feet of living area on the first floor, shall be erected on any Lot within White Oak.

The area of basements, garages, porches, servant quarters, covered patios and any heated interior space with a ceiling height of less than six (6) feet shall not be included in calculating any required living area. No building shall be higher than thirty-five (35) feet or more than two stories in height.

B. Building Material Requirements.

(1) Exterior Walls. All exterior dwelling walls shall be one hundred percent (100%) brick, brick veneer, stone, stone veneer, or stucco, provided that the exterior of any rear elevation dwelling wall above the first floor elevation may be constructed of wood, masonite or a comparable siding product. The area of all windows and doors located in such exterior walls shall be excluded in the determination of the area of such exterior walls. There shall be no exposed foundations.

(2) Roofing. At least seventy-five percent (75%) of the roof area of the residence erected on any Lot shall have a minimum of a 9/12 pitch. No roof pitches of less than 6/12 shall be permitted except for those related to covered porches and covered patios. All roofs shall be of color, construction and materials equal to Tamco Heritage 30 Weathered Wood, and must be approved by the ARC during the course of its review of the plans and construction specifications for the particular structure.

C. Garages.

Every residence within Wind River shall have a garage containing space for at least two (2) automobiles, provided that in Cross Timber all residences shall have a garage containing space for at least three (3) automobiles.

D. Driveways.

The driveways for all residences within Wind River shall be constructed of concrete.

E. Refuse.

No garbage or trash shall be kept, maintained or contained in any Lot so as to be visible from another Lot. No incinerators shall be kept or maintained on any Lot. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain

anywhere on a Lot. All refuse receptacles within Wind River shall be fully enclosed from street view. No curbside pick-up of refuse shall be permitted.

F. Exterior Colors.

Certain exterior colors shall not be allowed, particularly very vivid or bright pastel colors such as turquoise, pink, orange, lavender, purple and the like.

G. Fences.

All fences must be approved by the ARC and shall be of uniform construction and uniform height measured at the top of the fence. Fences located in a yard other than the front yard shall not exceed 6 feet in height and shall be located no closer to the street than the building set back line located on the Lot. Fences located in the front yard that are not connected to the backyard fencing shall not exceed 4 feet in height, shall not be solid in nature and must be approved by the ARC.

H. Trees on Lots.

No cottonwood, mimosa, mulberry, Bradford Pear or other aesthetically undesirable trees or plants shall be used in the landscaping of any Lot. No trees less than two (2) inches in diameter shall be planted or maintained on any Lot.

I. Off-Street Parking.

Each Lot shall have at least two (2) off-street parking spaces in addition to the required enclosed garage spaces, which additional spaces may be provided in driveways or common parking areas.

J. Swimming Pools.

No swimming pools shall be constructed in front yards. No above-ground pools shall be permitted.

K. Exterior Lighting and Alarms.

No spotlights, flood lights, other high intensity lighting or alarms, shall be placed or utilized upon any Lot in a manner which unreasonably interferes with the enjoyment of adjoining Lots.

L. Venting.

All roof penetrations, including plumbing vents, furnace and hot water heater vents, attic ventilators, shall be covered or painted to match the roof color. To the extent reasonably possible, all such exterior venting shall be in the rear of the residence.

M. Interior Ceiling Height.

All first floor interior ceilings shall be at least 8 feet in height.

N. Chimneys.

All chimney caps shall be copper, clay or painted metal. All chimneys shall be of masonry or masonry veneer construction.

O. Mailboxes.

The mailbox for each Lot shall be as designated by the ARC, and shall be uniform in each Neighborhood.

P. Water Sprinkler Systems.

All yards must be fully sprinkled with an underground, permanent system regulated by an interior control system.

Q. Terracing.

Any terracing must be accomplished with hardscape materials approved by the ARC. No railroad ties or landscape timbers shall be permitted.

R. HVAC Systems.

All exterior heating, ventilation and air conditioning equipment shall be screened from street view. No window units shall be permitted.

S. Guttering.

All dwellings shall be fully guttered and "tight-lined" into a drainage system that discharges into an adjacent street. "Tight lined" shall mean that all guttering is connected to an underground drainage pipe that prevents guttering from discharging onto the Lot but rather is discharged into the adjacent street.

T. Drainage.

Every Lot must be fine-grade to provide positive drainage from the Lot and pursuant to the engineer's original grading plan. Manholes on the Lot must be kept at grade or adjusted to remain accessible to the City. See guttering for tight lining requirements.

U. Cost to Comply.

All costs incurred in complying with (A) through (T) above shall be borne by the Owner presenting the plans and specifications.

Section 3. Windows and Doors.

All windows shall be wood windows, vinyl windows or metal-clad wood or vinyl windows. The front door shall be 8 feet in height in Cross Timber. No mill finishes shall be permitted.

Section 4. Construction Period.

A. Diligence.

Upon commencement of excavation for construction on any Lot or Lots, the work shall be continuous, weather permitting, until the dwelling unit is completed. Such construction shall be in accord with the regulations and restrictions set forth in this Declaration.

B. Work Period.

Construction activities shall be limited to daytime working hours, 7:00 a.m. to 7:00 p.m.

C. Music.

No loud music from radios or other electronic devices shall be allowed during construction.

D. Maintenance of Job Site.

Job sites must be maintained in a clean condition at all times. All builders shall provide a trash enclosure for the purpose of preventing trash from blowing onto other Lots within the subdivision, and all builders shall erect and maintain silt fencing as required by state and federal regulations and laws.

E. Adoption of Regulations.

The Board shall have the right to adopt such further rules and regulations, from time to time, and as it deems necessary, to regulate construction within Wind River. Upon adoption, any such rules and regulations shall be binding upon all parties having or acquiring any right, title or interest in any Lot.

Section 5. Maintenance, Repair and Alterations.

A. Owner Maintenance.

The Owner of a Lot shall be primarily responsible for maintaining and painting the exterior surfaces of the structures on his or her Lot and for maintaining and repairing those portions of fences located on his or her Lot or Lot boundaries to which his or her Lot has access. The cost of all the foregoing shall be borne by the Owner of the Lot concerned. If the ARC or the Board serves written notice upon an Owner that any structure on his or her Lot is in need of maintenance and/or painting or that a fence on or near the boundary of his or her Lot is in need of maintenance and/or repair, and the Owner fails to perform such maintenance, painting, and/or repair within ninety (90) days following receipt of such notice, then the Board, acting through its agents, servants, employees or contracting parties, shall have the right to enter upon the Lot concerned in order to perform the necessary maintenance, painting, and/or repair work in order to render the structure on that Lot to a condition comparable in quality to other dwellings and/or fences within Wind River, and all costs and expenses incurred by the Board in that regard shall constitute a lien against such Lot and the personal obligation of such Owner, and shall be collectible in the same manner as a Special Assessment under this Declaration.

B. Changes After Completion.

After the completion of the dwelling, structure or fence on a Lot, no Owner thereof shall make any structural addition, alteration, or improvement in or to that dwelling, structure or fence, or paint, repaint or otherwise decorate or change the appearance of any portion of the exterior of any dwelling, structure or fence on that Lot, without the prior written consent of the Board of Directors. The Board of Directors shall answer any written request by an Owner for such approval within fifteen (15) days after the Board's receipt of such request, and failure to do so within such time period shall constitute consent by the Board of Directors to the request.

C. Procedure on Approval of Changes.

Whenever an Owner proposes to make any change in the exterior appearance of the dwelling or structure located on his or her Lot, that Owner must first submit two (2) sets of plans therefore to the Board of Directors, such plans to be prepared by an architect and to show the following:

1. Detailed scale floor-plan of the proposed change;

2. Scaled color elevation drawings of the change showing all exterior views thereof;
3. Detailed lists of all exterior materials to be used and their location; and
4. A scaled plot plan showing the location of the exterior changes in relation to the applicant's dwelling and structures and those of the adjoining Lot and the Lot nearest the applicant's Lot which does not adjoin his Lot.

The Owner shall be notified of the actions of the Board of Directors within fifteen (15) days after such plans have been submitted, provided that the plans shall have complied with this Section 5 of Article VII. If the plans are not in compliance, then the time for granting approval as stated in this Section 5 of Article VII shall be automatically suspended until compliance. After any changes are made, a complete set of "as built" drawings shall be furnished by the Owner to the Secretary of the Association, and the Secretary shall retain the same as a permanent record.

D. Cost of Work; Appearance of Construction Site.

All work done in accordance with this Article VII, Section 5 shall be at the sole cost, expense, and risk of the Owner. The Board of Directors may require bonding or other financial assurances so as to protect the Declarant and the Association against liens and claims of third parties arising during construction. All work done must comply with the following conditions, for which the Owner(s) doing such work shall have full and sole responsibility:

1. All building materials must be stored inside the applicant's garage, if possible; and
2. Workmen shall clean up daily all building materials not used in the structure and shall remove all trash and debris.

Section 6. Approval By Board In Absence of ARC.

Notwithstanding any other provision in this Article VII or elsewhere in this Declaration, if at any time the ARC no longer exists or is otherwise unable to act in any instance in which it would have the authority to so act as set forth in this Declaration, the Board of Directors shall act in its stead in that particular instance.

Section 7. Waiver of Restrictions.

The ARC (or the Board, if the Board is then performing the functions of the ARC) may waive in any particular instance the restrictions or requirements set forth in this Article VII if, in its

reasonable judgment, such waiver will not detract from the value, desirability and attractiveness of Wind River.

ARTICLE VIII
SET-BACK FROM STREETS

No building, structure, or part thereof shall be erected or maintained on any Lot in Wind River except in compliance with the set-back lines set forth on the face of the applicable plat.

ARTICLE IX
PARKING, STORAGE AND EASEMENTS

Section 1. Parking and Storage.

No boats, trailers, buses, motor homes, campers, automobiles or other vehicles shall be parked or stored in, or upon any part of the streets, Lots or the Common Areas of Wind River, except in an enclosed garage on a Lot. No such vehicle shall be repaired or rebuilt anywhere in Wind River, including on any Lot or upon any streets. No vehicle shall be parked on the streets in Wind River on a regular basis, or for more than a twenty-four (24) hour period except in such parking areas as may be designated by the Association. The Association may remove, or cause to be removed, any unauthorized vehicle or other item prohibited hereby at the expense of the owner thereof in any manner consistent with law.

Section 2. Easements Granted By Declarant.

The Declarant reserves for itself and for the Owner of each Lot the right to locate, construct, erect, and maintain, or cause to be located, constructed, erected and maintained in and on the areas indicated on the Plat as easements, sewer and other pipelines, conduits, poles and wires, and any other method of conducting or performing any quasi-public utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

Section 3. Easements In Favor of Owners.

The Owner of any Lot abutting the Common Areas and/or the Exclusive Common Areas and who must, in order to avail himself or herself of utilities, enter and/or cross the Common Areas or the Exclusive Common Areas, shall have an easement to do so provided that such Lot Owner shall use the most direct and feasible route in entering upon and crossing the Common Areas or the Exclusive Common Areas (unless that requirement is waived in writing in advance by the Board) and shall restore the surface of the land so entered and/or crossed to its original condition at the expense of the Lot Owner.

ARTICLE X
RE-ARRANGING, RE-SUBDIVIDING OR RE-PLATTING

No one other than the Declarant may re-arrange, re-subdivide or re-plat any part of Wind River without the prior written consent of the Board.

ARTICLE XI
SIGNS, BILLBOARDS, ANTENNAS AND STORAGE TANKS

Section 1. Signs.

No signs shall be permitted within Wind River except appropriate identification signs within or upon the Common Areas and as approved by the ARC or the Board, as applicable, and the usual and customary real estate signs.

Section 2. Antennas.

No external radio, television or other antennas of any kind or nature (including, but not limited to, satellite dishes or other devices for the reception or transmission of electronic, radio, microwave or other similar signals) shall be placed, or maintained upon unenclosed portions of any Lot, provided that the ARC may, at its sole discretion, and upon application of an Owner, approve the installation of a roof-mounted satellite dish which has a diameter of no more than 18" for personal use.

Section 3. Storage Tanks.

No exterior storage tanks for fuel or anything else shall be allowed on any Lot.

ARTICLE XII
GENERAL RESTRICTIONS AND
ADOPTION OF ADDITIONAL REGULATIONS

Section 1. Single Family Occupancy.

No Lot shall be occupied by more than a single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption, or marriage living with not more than one person who is not so related as a single household unit, or no more than two persons who are not so related living together as a single household unit, and the household employees of either such household unit.

Section 2. Detached Buildings.

No house or other structure shall be moved to Wind River from another location. No detached structure or building for primarily ornamental, storage or other purposes shall be erected on any part of any Lot without the prior consent of the ARC or Board, as the case may be, as required by Article VII of this Declaration.

Section 3. Tents, Mobile Homes and Temporary Structures.

Except as may be permitted by the ARC during initial construction within Wind River, no tent, shack, trailer, mobile home, or other structure of a temporary nature shall be placed upon a Lot or any other part of Wind River. However, party tents or similar temporary structures may be erected for a limited period of time for special events with prior written approval of the Board.

Section 4. Animals.

The keeping or housing of animals or fowls, of any kind or character, shall be prohibited on any Lot, except with respect to dogs, cats and other animals typically kept as family pets such as hamsters, fish, parrots and the like (the "Permitted Pets"), provided such Permitted Pets shall not be kept, bred or maintained for any commercial purpose, and any Permitted Pet shall be kept indoors or in a fenced backyard at all times, as appropriate, or walked on a leash.

Section 5. Offensive Activity.

No trade, business or noxious or offensive activity shall be permitted anywhere in Wind River, nor shall anything be done thereon which may be or may become a nuisance or annoyance to the neighborhood. No Lot or any structure thereon shall be permitted to become, in the sole judgment of the Board, unsightly.

Section 6. Carports.

There shall be no carports or separate buildings for the storage of recreation vehicles, trailers, or other items not normally used for the day-to-day transportation of people.

Section 7. ATVs or Carts.

The use of ATVs (all terrain vehicles), "go carts" and similar motorized vehicles within Wind River is prohibited.

Section 8. Structures Impeding Drainage or Easements.

No Owner shall erect, construct, maintain, permit or allow any fence or other improvement or other obstruction which would interrupt the normal drainage of any part of Wind River, including but not limited to any area designated on the Plat as a storm-water management area or any area which

has been intentionally contoured to facilitate drainage, except that, with the prior consent of the City and the Board, non-permanent structures, including fences, may be erected in those areas which contain only underground closed conduit storm drainage facilities.

Section 9. Adoption of Additional Regulations.

The Board shall have the right to adopt such further rules and regulations, from time to time, and as it deems necessary, to regulate the occupancy, use and enjoyment of the Lots and the Common Areas. Upon adoption, any such rules and regulations shall be binding upon all parties having or acquiring any right, title or interest in any Lot.

ARTICLE XIII
DECLARANT'S RIGHT OF ANNEXATION, CREATION
AND MAINTENANCE OF ADDITIONAL COMMON
AREAS, EXCLUSIVE COMMON AREAS AND NEIGHBORHOODS

Section 1. Right of Annexation.

The Declarant shall have the unilateral right, privilege, and option, from time to time, and at any time to annex additional property located in Section 33, Township 18 North, Range 13 East, Tulsa County, State of Oklahoma, and thereby subject such property to the provisions of this Declaration and the jurisdiction of the Association. Multiple, separate annexations shall be permitted.

Section 2. Procedure for Annexation.

Any annexation shall be accomplished by the filing in the land records of the Tulsa County Clerk, State of Oklahoma a Supplemental Declaration annexing such property. The Supplemental Declaration shall not require the consent of Association or the Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the recording of the Supplemental Declaration unless otherwise provided therein.

Section 3. Creation of Additional Common Areas, Exclusive Common Areas and Neighborhoods, and Exclusions.

In connection with the development of any additional land annexed pursuant to this Declaration, the Declarant may create and designate additional Common Areas, Exclusive Common Areas and Neighborhoods either in the annexation instrument filed pursuant to Section 1 of this Article, or a separately, executed and recorded instrument thereafter. Such annexation instrument may, at the Declarant's option, exclude such annexed land from certain of the terms and provisions of the Declaration. For example, and not by way of limitation, the annexation instrument may exclude the annexed land from all or part of Article VII of this Declaration so that other similar but more or less stringent provisions can be separately imposed against the annexed land.

Section 4. Maintenance of Additional Common Areas and Exclusive Common Areas.

The costs associated with the care, maintenance, replacement, repair and improvement of any additional Common Areas or Exclusive Common Areas created in connection with any annexation shall be paid for with the Assessments calculated and collected pursuant to the terms of this Declaration for paying Common Expenses and Neighborhood Expenses.

Section 5. Conflicts.

Any conflict regarding how any assessments shall be calculated and assessed as the result of any annexation shall be decided by the Declarant, whose decision shall be final and binding upon the Owners and the Association.

ARTICLE XIV
ACCESS EASEMENTS GRANTED TO CERTAIN
NEIGHBORING PROPERTY OWNERS

Section 1. Grant of Easement Rights.

The Declarant hereby grants to the owner and/or owners of the real property described in the attached Exhibit A ("Parcel A") and the attached Exhibit B ("Parcel B") and their respective successors, assigns, grantees, licensees and invitees a perpetual, irrevocable, non-exclusive easement over and across that portion of South Oswego Avenue that is north of East 118th Street and platted as a private street by the Plat and Deed of Dedication of Wind River, an addition to the City of Tulsa, Tulsa County, Oklahoma, Plat No. 5867, for the purpose of providing vehicular and pedestrian access between (a) Parcel A and East 118th Street, and (b) Parcel B and East 118th Street.

Section 2. Equipment Related to Enjoyment of Easement Rights.

The Declarant anticipates that a private access gate will be installed near the intersection of South Oswego Avenue, which is a private street, and East 118th Street, which is a public street. Therefore, in order to enjoy the access easement rights granted by this Article XIV the owners of Parcel A and Parcel B will need to be able to operate that private access gate. The Association shall provide such owners, and their successors, assigns and grantees, with all codes, electronic equipment, call-box access, and other related materials and information as are necessary for such owners to operate the private access gate, and utilize the easement rights granted by this Article XIV. Such materials and information shall be provided by the Association to the owners of Parcel A and Parcel B without cost, provided that the owner of any lot that has been annexed pursuant to Article XIII of this Declaration shall be provided with the such materials and information under the same terms and conditions as those applicable to the owners of lots within Wind River.

Section 3. Subdivision of Parcel A and/or Parcel B.

It is anticipated that Parcel A and/or Parcel B may be later platted into lots and/or subdivided into smaller tracts of land. All owners of such lots and/or smaller tracts of land, and their respective successors, assigns, grantees, licensees and invitees shall be entitled to utilize the easement rights granted pursuant to this Article XIV. Such successors, assigns and grantees shall be provided by the Association with all of the materials and information necessary to operate the private access gate, and utilize the easement rights granted by this Article XIV, pursuant to the provisions of Article XIV, Section 2.

Section 4. Irrevocable Nature of Easement Rights.

Notwithstanding any other provision of this Declaration, the easement rights granted by this Article XIV are irrevocable, subject only to revocation or amendment only by a written agreement properly executed and acknowledged by the Declarant and the then owners of all of Parcel A and all of Parcel B, and then recorded in the land records of the Tulsa County Clerk.

ARTICLE XV
RIGHTS, POWERS AND
DUTIES OF THE ASSOCIATION

Section 1. Powers of the Association.

The Association, in addition to all other rights, powers and duties contained herein and in its Certificate of Incorporation and Bylaws, shall have all powers, rights and privileges of a corporation organized under the Oklahoma General Corporation Act.

Section 2. Enforcement.

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty

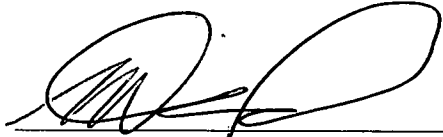
(20) years from the date this Declaration is recorded, after which time such covenants and restrictions shall be automatically renewed for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended at any time (a) by a written instrument signed by the Declarant so long as the Declarant is the owner of at least three (3) Lots, or (b) by a written instrument signed by Members entitled to cast sixty-five percent (65%) of the votes eligible to be cast by the Members, as calculated pursuant to Article III, provided however, that the Declarant's consent to such amendment must be obtained for it to be effective so long as the Declarant is the owner of at least three (3) Lots Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 29th day of April, 2005.

"Declarant"

Wind River Associates, L.L.C., an Oklahoma Limited Liability Company

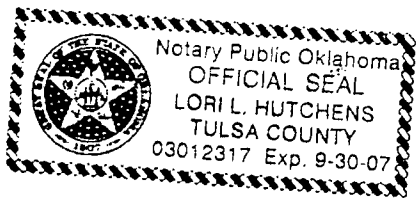
By: Leadership Properties, L.L.C.

By: 

 Robert R. David, Its Manager

STATE OF OKLAHOMA)
) ss.
 COUNTY OF TULSA)

This instrument was acknowledged before me this 29th day of April, 2005, by Robert R. David, as Manager of Leadership Properties, L.L.C., as Manager of Wind River Associates, L.L.C., an Oklahoma Limited Liability Company.





 Notary Public

My commission expires: 9/30/07
 My commission no.: 03012317



Exhibit A
(Sequoyah Hill Property)

The Southeast Quarter of the Southeast Quarter of the Northwest Quarter (SE/4 SE/4 NW/4) of Section 33, Township 18 North, Range 13 East, of the Indian Meridian, an Addition to the City of Tulsa, Tulsa County, State of Oklahoma.

Exhibit B
(Beal Property)

THE SOUTH FOUR ACRES (S4) OF THE SOUTH SEVEN AND ONE-HALF (S 7 1/2) ACRES OF THE WEST TWELVE AND ONE-HALF (W 12 1/2) ACRES OF SOUTH THIRTY-TWO AND ONE-HALF (S 32 1/2) ACRES OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4); ALL BEING IN SECTION THIRTY-THREE (33), TOWNSHIP EIGHTEEN (18N), RANGE THIRTEEN EAST (13E), TULSA COUNTY, OKLAHOMA, ACCORDING TO THE U.S.G. SURVEY THEREOF.